

1 BellSouth's OSS requires additional manual intervention prior to the order going  
2 into the BellSouth provisioning queue. This additional step will likely create a  
3 bottleneck resulting in significant backlogs for resale orders as volumes increase  
4 with emerging competition in the local market.

5 Resale. BellSouth's resale ordering provisions are unsatisfactory in several  
6 respects. Especially troubling is BellSouth's stated intention to use manual  
7 notification of service denial and restoration orders. See ROG, p. 80. BellSouth  
8 requires CLECs to send such notifications by mail or by fax. But CLECs have to  
9 be able to cut-off and restore service quickly, both to ensure customer payment  
10 and to provide quality service to their customers. A paper interface creates far too  
11 many opportunities for error or delay and denies CLECs the ability to manage their  
12 finances properly.

13 Second, BellSouth's Resale Ordering Guide provides no information on how  
14 CLECs can order some of the more complex service offerings — such as Centrex  
15 Services, PBX trunks and ISDN services — that are critical for CLECs to be able  
16 to offer their business and (for ISDN) their residential customers. CLECs must be  
17 provided with OSS that support the ordering of offerings that are at parity with the  
18 systems that BellSouth uses. Case-by-case negotiations between CLEC and  
19 BellSouth representatives over common elements or services are no substitute for

1 standardized, tested OSS interfaces and procedures.

2 Third, BellSouth has announced that it intends to follow resale ordering  
3 procedures that will make it very difficult for its competitors to order accurately  
4 the specific features a customer desires. BellSouth will not permit CLECs to  
5 submit orders to switch a customer "as specified." This restriction means that  
6 CLECs must obtain the CSRs of their new customers before ordering and then, if  
7 the customer wants different services than it had with BellSouth, the CLEC would  
8 have to inform BellSouth which features should be added and which should be  
9 deleted. With switching "as specified, by contrast, a CLEC would only have to list  
10 the new service package and would not need to obtain the CSR to determine  
11 which features to add and drop. When combined with BellSouth's requirement  
12 that CLECs obtain LOAs before receiving CSRs, it will be extremely difficult for  
13 CLECs to order service in a timely manner.

14 **Q. IS IT YOUR OPINION THAT BELL SOUTH'S PROVISIONING**  
15 **INTERFACES ARE SUFFICIENT TO SUPPORT LOCAL**  
16 **COMPETITION?**

17 **A.** No. There are three provisioning sub-functions, i.e., three types of reports the  
18 provisioning ILEC must communicate to the requesting CLEC: firm order  
19 confirmation ("FOC"), change in order status, and order completion. BellSouth's

1 announced procedures do not perform these functions adequately.

2 Specifically, in the FOG and the ROG, BellSouth states that it will submit FOCs  
3 through either the EXACT system, an EDI interface, or facsimile. See FOG, p.  
4 29; ROG, p. 87. After FOCs have been returned, BellSouth plans to notify CLECs

5 via telephone if a committed service date cannot be met. As discussed above,  
6 these types of interfaces will require human intervention for processing and will  
7 increase costs for both BellSouth and for CLECs. In addition, the FOG states the  
8 CLEC will receive a Firm Order Confirmation. This confirmation will provide the  
9 BellSouth order number, the negotiated service due date, telephone/circuit  
10 numbers and BellSouth service representatives telephone number. However, even  
11 though this is a negotiated due date, the FOG goes on to state, see FOG P. 29, the  
12 FOC does not constitute, and is not, a guarantee that facilities and equipment are  
13 available. Further, any CLEC activity that entails greater than 9 lines or trunks  
14 must have the dates negotiated. It is unclear what the CLEC is negotiating if  
15 BellSouth does not feel obligated to meet the dates provided. Moreover, it is  
16 unclear how electronic ordering could be effective where orders greater than nine  
17 lines or trunks will require manual intervention

18 Although BellSouth has promised to develop more suitable, permanent

1 provisioning interface solutions, MCI's past experience with BellSouth has not  
2 been reassuring with respect to such interfaces. In 1995, MCI asked BellSouth to  
3 work jointly with MCI to provide an on-line interface for the purpose of improving  
4 the long distance provisioning process. Although Southwestern Bell was able to  
5 provide this interface four months of our request, it took BellSouth nearly a year  
6 from the time of the original request to begin implementation testing of the  
7 Interconnection Services Reference Validation. The interface that BellSouth  
8 initially delivered was not what MCI was expecting and was not, by itself, of  
9 significant benefit. Eventually, and after a great deal of effort, MCI and BellSouth  
10 were able to work out the problems with the system. MCI's experiences show that  
11 paper promises by BellSouth to provide OSS interfaces may not be reliable. The  
12 Commission therefore should not approve BellSouth's long distance entry until  
13 BellSouth can show that it has implemented viable, permanent provisioning  
14 interfaces.

15 **Q. HAS BELL SOUTH DEMONSTRATED THAT IT IS CAPABLE OF**  
16 **PROVIDING SUFFICIENT MAINTENANCE AND REPAIR SERVICES**  
17 **TO CLECS?**

18 **A.** No. In its SGAT and attachments, BellSouth has provided scant information on  
19 the details of how to process a trouble report, how to escalate, expected service  
20 levels, or performance metrics. Without this information, it will be impossible for

1 CLECs to measure BellSouth's responsiveness to repair requests.

2 Interconnection and Access to Unbundled Elements. With respect to  
3 Interconnection and Access to Unbundled Elements competitors, BellSouth has  
4 offered to either accept either verbal or electronic, batched trouble reports. See

5 FOG, p. 37. Clearly, verbal procedures and the delays and errors they entail are an  
6 unacceptable basis for local competition. Trouble reports submitted in electronic  
7 batches are also problematic, in that further manual interventions are necessary  
8 once the reports reach BellSouth.

9 Although BellSouth has promised in its contract negotiations with MCI to  
10 implement electronic bonding concerning local maintenance and repair, it is more  
11 than likely that BellSouth will have significant difficulties in implementing  
12 electronic bonding for maintenance and repair. For example, starting in 1994,  
13 BellSouth attempted to implement an industry-standard EB interface for access  
14 trouble reports, the Trouble Management System. BellSouth took the longest of  
15 any ILEC to go through the various testing phases. It failed to meet six different  
16 production dates. Soon after the system finally went into operation in June 1996,  
17 MCI was forced to shut down its EB link with BellSouth, due to many problems  
18 with BellSouth EB procedures. MCI was finally able to resume its EB link with

1 BellSouth in September of 1996.

2 I also have concerns that the Local Customer Service Center ("LCSC") established  
3 by BellSouth to handle installation orders and maintenance requests from CLECs  
4 will be capable of providing sufficient support. MCI's experience with a similar  
5 service center – the Advocacy Customer Account Center ("ACAC") – was very  
6 frustrating. This center was established in 1994. Although some start-up  
7 problems were to be expected, by the third quarter of 1995, the ACAC's  
8 performance was still regarded by MCI as unacceptable. Over two years later,  
9 MCI still does not perceive that the ACAC has the necessary authority over or  
10 rapport with BellSouth field operations. In fact, MCI is frequently forced to go  
11 around the ACAC to resolve troubles. This lack of performance is particularly  
12 alarming, given that MCI is BellSouth's second largest customer. It seems highly  
13 unlikely that smaller CLECs, or for that matter MCI, will receive anywhere near  
14 the quality of service from a similarly situated local ACAC that competition  
15 demands. See FOG, P.37.

16 Resale. For resale competitors, BellSouth is not even offering the small comfort of  
17 the LCSC to handle repair issues. Resellers apparently will have to call into the  
18 same service centers that BellSouth has established for retail customers and, in all  
19 likelihood, engage in awkward, three-way telephone calls with their customers and

1 the BellSouth service center. See ROG, p. 96. Although BellSouth also offers  
2 CLECs the option of sending batched electronic trouble reports, such batched  
3 messages (as discussed above) will likely introduce significant delay and mistake  
4 into the repair process. Until EB is introduced, resale competitors will thus find it  
5 almost impossible to obtain maintenance and repair for their customers that is the  
6 equivalent of what BellSouth provides to itself.

7 Moreover, BellSouth's SGAT states that it retains the right to contact reseller  
8 customers directly for maintenance purposes. See SGAT, art. XIV, ¶ L, p. 22.

9 While there may be situations in which BellSouth should have such discretion, the  
10 SGAT must spell out more specifically the circumstances under which it will  
11 undertake direct contact. Otherwise, CLEC customers could be confused or  
12 dissatisfied if representatives of their former carrier show up to perform repairs.  
13 Such direct contacts also make it difficult for competing carriers to build brand  
14 loyalty.

15 **Q. ARE THE BILLING INTERFACES PRESENTLY OFFERED BY**  
16 **BELLSOUTH ADEQUATE FOR LOCAL COMPETITION?**

17 **A.** No. As with the other OSS functions, BellSouth's current billing systems cannot  
18 support local competition. In its negotiations with MCI, BellSouth and MCI have  
19 agreed that BellSouth will use the Customer Records Information System

1 ("CRIS") billing system for the first 180 days after the interconnection contract is  
2 signed. Afterwards, BellSouth will provide industry-standard Carrier Access  
3 Billing System ("CABS") bills. Although MCI has agreed to this interim measure,  
4 in the meantime MCI will be greatly disadvantaged by receiving CRIS bills. CRIS  
5 bills are almost impossible to audit, they use idiosyncratic protocols, and they do  
6 not provide sufficiently specific information to determine whether what has been  
7 ordered is being billed. Although CRIS bills may be acceptable in the short term as  
8 a stop-gap measure, their use is unacceptable as a basis for long-term, full-scale  
9 competition. For this reason, the Commission should not endorse BellSouth's  
10 entry into the long distance market until a viable billing system has been  
11 implemented.

12 In its FOG, BellSouth is promising to provide CABS bills for unbundled services  
13 purchased off of the state access tariffs. Other services (e.g., number portability)  
14 will be billed via a "non-CABS" mechanism (presumably, CRIS). See FOG, p. 44.  
15 In the ROG, BellSouth only offers to provide bills through something called a  
16 "Customized Large User Bill" ("CLUB"). See ROG, p. 146. Little, if anything, is  
17 known about the formats associated with this BellSouth proprietary billing system,  
18 and, for the reasons described above, only CABS is acceptable as a solid  
19 foundation for local telephone service competition.



1       Regardless of the quality of the billing system promised by BellSouth, MCI's  
2       experiences with BellSouth indicate that the Commission should wait to see  
3       whether BellSouth properly implements CLEC billing systems before certifying  
4       that BellSouth has opened up its former monopoly to competition. Indeed,  
5       BellSouth is already proving incapable of providing accurate bills for local service.  
6       For example, MCImetro is currently interconnected with BellSouth in Georgia and  
7       has had difficulty in receiving accurate meet-point Daily Usage Files, which would  
8       contain MCI's billable messages, that were carried over the BellSouth Network  
9       and processed in BellSouth's CRIS Billing System. The meet-point billing  
10      arrangement with BellSouth is Multiple Bill/Single Tariff in accordance with the  
11      MPB Industry standard guidelines established in the Multiple Exchange Carrier  
12      Access Billing (MECAB) document. In which case, both MCI and BellSouth  
13      would bill the appropriate Exchange Carrier for their portion of the jointly  
14      provided access service. As a result, MCImetro was unable for some time to send  
15      its interexchange customers any bills for terminating long-distance calls. In  
16      addition, other types of bills that BellSouth has been sending to MCI via CRIS are  
17      frequently in error or are not properly consolidated. Such technical difficulties are  
18      likely to be representative of other difficulties BellSouth will encounter until it has  
19      had more time to test its billing systems operationally.

20      **Q.     DO YOUR EXPERIENCES IN THE LONG DISTANCE BILLING AREA**

1 **PROVIDE ANY RELEVANT LESSONS TO THE COMMISSION IN THIS**  
2 **PROCEEDING?**

3 A. Yes. Given MCI's experiences with BellSouth with respect to long distance  
4 billing, I am concerned that BellSouth will have significant difficulty in providing  
5 sufficiently detailed, timely, and auditable bills to CLECs. For example, it took  
6 BellSouth from 1991 to 1996 to properly implement MCI's request to consolidate  
7 from 10 to 5 billing cycles. The intervening five years were marked by repeated  
8 technical errors by BellSouth. Also, BellSouth management was generally  
9 unresponsive to the many requests MCI made for improvement.

10 BellSouth's limitations in the billing area become particularly apparent whenever it  
11 introduces new products. For example, MCI has experienced significant billing  
12 quality difficulties following the inauguration of the Area Commitment Plan, the  
13 Lightgate Channel Services Payment Plan, and the SmartRing Plan. These  
14 payment products all contain complex rate structures that are similar to those that  
15 BellSouth will need to bill once local competition begins in earnest. Since 1992,  
16 MCI has worked with only marginal success to resolve various issues relating to  
17 billing errors associated with these programs. As with MCI's requested change to  
18 the number of billing cycles, BellSouth management was slow to react to MCI's  
19 frequent requests for better billing service and never implemented proactive  
20 processes to correct the errors. Given that MCI was BellSouth's second largest

1 customer at the time, this lack of responsiveness to our complaints does not bode  
2 well for BellSouth's future responsiveness to local competitors.

3 This pattern of billing difficulties indicates that BellSouth is unlikely to be able to  
4 implement accurate, nationally standard billing practices in the near future.

5 BellSouth's record indicates that it will need a substantial period of time, even  
6 years, to work out the bugs in any new systems it introduces. These anticipated  
7 problems will cause significant hurdles to competition, in that the finances of  
8 BellSouth's competitors will be directly affected by the uncertainty created by  
9 BellSouth's billing.

10 Competitors' finances could be affected by billing errors in a number of ways.

11 First, if CLECs do not have bills that they can audit, they may end up paying more  
12 than they owe, and BellSouth would thereby gain an improper competitive  
13 advantage. On the access side, MCI has seen frequent billing errors, and individual  
14 overcharges have on occasion amounted to over one million dollars. Second, even  
15 if bills provided to CLECs are theoretically auditable but are not provided in the  
16 proper electronic format, the CLECs' costs will increase greatly, because they will  
17 have to hire small armies of auditors to examine the bills. Third, CLECs need to  
18 have accurate billing so that they can compare what they are being billed for with  
19 what they are billing customers. Finally, CLECs need to be able to check their bills

1 to determine whether requested changes in service have been reflected in the bills  
2 sent by BellSouth. The Commission therefore should not endorse BellSouth's bid  
3 to enter long distance services until BellSouth can prove that its billing systems are  
4 working properly and providing adequate service to CLECs.

5 **Q. PLEASE SUMMARIZE YOUR ANALYSIS OF BELL SOUTH'S**  
6 **CURRENT OSS CAPABILITIES.**

7 **A.** The systems BellSouth presently has in place to interface with CLECs do not  
8 provide a reliable basis for full scale competition in Georgia. I have serious  
9 reservations about BellSouth's OSS capabilities in each of the five OSS  
10 subfunctions. BellSouth's interim OSS solutions are far too cumbersome to allow  
11 CLECs to even approach the levels of customer service provided by BellSouth.  
12 Only EB interfaces will truly permit CLECs to offer service at parity with that of  
13 BellSouth. Although BellSouth has committed to implementing EB in the future,  
14 the Commission should wait until EB is in place and functioning before  
15 determining whether BellSouth's EB processes provide a sufficient basis to support  
16 local competition.

17 **SGAT**

18 **Q. BASED ON YOUR REVIEW OF BELL SOUTH'S SGAT, DO YOU**  
19 **BELIEVE THAT THE SGAT COMPLIES WITH THE COMPETITIVE**  
20 **CHECKLIST?**

1       A.    No. The SGAT filed by BellSouth appears to be a good-faith effort to comply  
2            with the competitive checklist contained in 47 U.S.C. § 271, but BellSouth is  
3            promising more than it can deliver at the present time. My concerns about the  
4            SGAT filed by BellSouth before the Commission fall into two categories. First, I  
5            am concerned about how the BellSouth SGAT would be implemented in practice.  
6            The SGAT contains too many vague promises, with no penalties for failure to  
7            perform, to give me any confidence that BellSouth will have the incentive to  
8            properly implement the SGAT. Second, even on paper, the BellSouth SGAT does  
9            not meet some of the key criteria of the competitive checklist.

10       **Q.    ARE THE TERMS OF THE SGAT SUFFICIENTLY DEFINITE TO**  
11       **IMPLEMENT LOCAL SERVICE COMPETITION IN GEORGIA?**

12       A.    In evaluating whether the provisions in the SGAT can fairly be translated into  
13            actual performance, one needs to look to the implementation plan and the  
14            benchmarks provided in the contract when the contract does not make concrete  
15            assurances about precisely what is promised and on what terms.

16            These procedural provisions are especially important when the subject matter of  
17            the contract is new, involving terms that by their nature cannot be supplemented by  
18            the past practice of the parties or historical practice in general, because there is no  
19            such past practice. The required unbundling and interconnection procedures are

1 new matters that are only just recently the subject of agreements. In these new  
2 contracts, many of the terms and conditions have no commonly understood  
3 meaning either in the industry in general or specifically as between BellSouth and  
4 its potential competitors. There are few general understandings or past practices  
5 to fall back on in case of disputes about how quickly a particular request should  
6 reasonably be implemented, or how a particular requested item is expected to  
7 work. For these reasons, detailed and specific implementation provisions,  
8 benchmarks, performance standards, and definitions are critical to moving from a  
9 contractual framework to actual implementation. And such provisions are notably  
10 missing from the SGAT.

11 One of the SGAT's most obvious procedural defects is the absence of an  
12 operational implementation plan. A contractual implementation plan is perhaps the  
13 provision that is most critical when it comes to turning the promises of the contract  
14 into actual performance. An implementation plan would set out procedures for  
15 BellSouth and a CLEC wishing to utilize the SGAT to meet and to work through  
16 the various implementational problems that would need to be resolved before the  
17 promises of the SGAT could become operational realities. The plan would create  
18 a joint implementation team between the parties, it would designate timelines for  
19 the parties to resolve issues, and it would establish procedures for resolving  
20 disputes. Without an effective implementation plan, the promises of the SGAT are

1 nothing more than a framework. Adapting existing systems to new applications is  
2 a significant task, and BellSouth is only beginning that process. Accordingly,  
3 BellSouth should have provided for some sort of implementation plan and team in  
4 its SGAT.

5 Moreover, much of the specificity in the SGAT is derived from the FOG and the  
6 ROG, which are not formally included as enclosures to the SGAT. The  
7 Commission should not permit BellSouth to rely upon these manuals to show  
8 checklist compliance. Otherwise, BellSouth could simply change its manuals  
9 unilaterally to avoid having to carry through on its promises. (In fact, both the  
10 FOG and the ROG are marked as drafts.) The Commission should either require  
11 BellSouth to either incorporate the manuals into its SGAT or to provide a much  
12 greater level of detail in the SGAT itself.

13 **Q. DOES THE SGAT CONTAIN ANY STANDARDS UPON WHICH TO**  
14 **MEASURE THE SERVICE PROVIDED BY BELL SOUTH TO CLECS?**

15 **A.** No. In addition to its failure to provide for an implementation plan and team, the  
16 SGAT contains no Defined Measures of Quality (DMOQs) that CLECs could use  
17 to measure the services they receive from BellSouth. Without such measures, it  
18 will be impossible to ensure that BellSouth is providing services at parity with  
19 those it provides to itself.

1 With respect to the quality of services provided under the SGAT, the SGAT  
2 repeatedly references the FOG and the ROG. See e.g., SGAT, art. II, ¶ F, p. 8.  
3 Even these detailed manuals, however, fail to provide any measurable quality  
4 standards. For example, the FOG states that "[d]ue dates [for unbundled network  
5 element orders] will be assigned using the same process which is used for  
6 BellSouth services." FOG, p. 28. The FOG sets no firm service intervals for even  
7 the most simple orders, such as ordering a loop. At best, the FOG states that  
8 service will be provided at the "earliest available installation date." Given that  
9 BellSouth does not presently have the capability to provide real-time due date  
10 information, this lack of intervals means that a CLEC could not provide a potential  
11 customer with even a reliable guess as to when its service might begin.

12 In one of the few areas in which BellSouth offers suggested service intervals --  
13 number portability requests -- these intervals are qualified with the highlighted  
14 statement that "[t]hese time frames are guidelines and are not a guarantee of  
15 service due dates." FOG, p. 28. Similarly, BellSouth promises only to "attempt"  
16 to issue firm order confirmations within 24 hours of their receipt. See FOG, p. 29.  
17 With respect to the critical and time-sensitive area of repairs, the FOG is  
18 completely silent on the issue of service intervals. See FOG, p. 37. Under the  
19 SGAT, CLECs would thus be totally at the mercy of BellSouth to provide  
20 adequate service.



1 Just as it contains no DMOQs, the SGAT does not provide penalties for non-  
2 performance. Beyond its bare promises in the SGAT, BellSouth has no reason to  
3 treat CLECs on a par with itself. Indeed, it seems highly probable that BellSouth  
4 would be greatly tempted to prioritize its own work over those of its competitors,  
5 especially during high volume periods.

6 It would be very difficult for regulators or competitors to control this behavior,  
7 due to the many potential "operational" justifications for performing one task  
8 before another. On at least one occasion that I am aware of, however, regulators  
9 have sanctioned BellSouth for failing to live up to service quality standards:  
10 BellSouth agreed to a settlement with the Florida Attorney General for  
11 misreporting repairs made within 24 hours to avoid having to pay credits required  
12 by state law.

13 In previous testimony before the Commission, a BellSouth witness acknowledged  
14 that the SGAT contains no DMOQs but argued that BellSouth should be able to  
15 monitor customer complaints until such time as performance intervals are  
16 established. (T. 74). In a competitive environment, customer complaints are not  
17 an adequate substitute for hard and fast standards that BellSouth is willing to put  
18 in writing. Customer complaints are only a backward looking measure.  
19 Moreover, customer complaints cannot measure many of the functions necessary

1 for local exchange competition, especially services provided to CLECs such as  
2 unbundled switching that do not affect individual retail customers.

3 CLECs need to be able promise potential customers a certain level of service prior  
4 to signing them up. CLECs should not be put in the position of having to  
5 apologize for BellSouth's inability to meet deadlines, etc., after the fact. Until  
6 BellSouth is willing to put service standards in writing, local competition in  
7 Georgia will be severely hampered.

8 **Q. DO YOU HAVE ANY CONCERNS ABOUT THE WAYS IN WHICH THE**  
9 **SGAT COMPLIES WITH THE SPECIFIC PROVISIONS OF THE**  
10 **COMPETITIVE CHECKLIST?**

11 **A.** Yes. In addition to the SGAT's general procedural defects and gaps, I have a  
12 number of reservations about the SGAT provisions relating to specific checklist  
13 items. My colleague David Agatston, Senior Manager of Local Interconnection in  
14 MCImetro's Local Services Network Engineering Department, will discuss in his  
15 testimony the SGAT's compliance with the checklist items pertaining to network  
16 elements. My testimony will focus on the remaining checklist issues, specifically  
17 access to structure, to E911/911 services, to directory assistance services, to  
18 operator support services, and to call-routing and completion databases. I will  
19 also discuss number portability and resale issues.

1 As an initial matter, I note that in testimony given when the SGAT was presented  
2 to the Commission, BellSouth admitted that several provisions needed to be  
3 revised. For example, BellSouth witness Scheye agreed that the SGAT's  
4 provisions relating to the availability of local number portability need to be  
5 rewritten. (T. 787). The version of the SGAT that MCI has reviewed does not  
6 contain these revisions. Accordingly, my comments do not assume that BellSouth  
7 has made or will make such changes. In addition, it is unclear whether BellSouth  
8 has submitted a contract to the Commission that is sufficiently final for its review.  
9 (Analogously, Ameritech-Michigan failed to ensure that its agreement with AT&T  
10 was sufficiently final before submitting it to the FCC. The FCC accordingly ruled  
11 that Ameritech-Michigan could not rely on the AT&T agreement to support its  
12 application to enter the long distance market. See "Ameritech Is Dealt a Setback  
13 by FCC in Its Filing for Long-Distance Service," The Wall Street Journal, p. B6  
14 (Feb. 10, 1997).)

15 **Q. DOES BELL SOUTH'S SGAT COMPLY WITH THE CHECKLIST**  
16 **REQUIREMENTS RELATING TO ACCESS TO STRUCTURE (ITEM iii)?**

17 **A.** No. The SGAT is missing a provision concerning compensation to CLECs who  
18 make improvements to BellSouth's structure. Article III and Attachment D of the  
19 SGAT describe the access that BellSouth is willing to provide to poles, ducts,

1 conduits, and rights-of-way. While Attachment D contains numerous contractual  
2 provisions relating to access to structure, it does not discuss the critical issue of  
3 the compensation that should be provided to CLECs who have improved  
4 BellSouth's structure when another carrier subsequently attaches to the structure.  
5 In its First Order, however, the FCC explicitly stated: "To protect the initiators of  
6 modifications from absorbing costs that should be shared by others, we will allow  
7 the modifying party or parties to recover a proportionate share of the modification  
8 costs from parties that later are able to obtain access as a result of the  
9 modification." First Report and Order, ¶ 1214.

10 CLECs need to know that they will be compensated for investments they make in  
11 structure if others also make use of that structure. Otherwise, the development of  
12 Georgia's telecommunications infrastructure could be greatly limited by the  
13 reluctance of CLECs to shoulder sole financial responsibility for being the first to  
14 improve a particular piece of structure. BellSouth's SGAT therefore cannot be  
15 considered checklist-compliant without addressing the issue of CLEC-  
16 compensation for structural modifications.

17 **Q. DOES THE SGAT MEET THE STANDARDS OF THE CHECKLIST**  
18 **CONCERNING ACCESS TO E911/911, DIRECTORY ASSISTANCE, AND**  
19 **OPERATOR CALL COMPLETION SERVICES (ITEM vii)?**

1       A.     No. BellSouth's SGAT does not provide sufficient commitments to ensure parity  
2       of these services to all users.

3       First, BellSouth has not committed to supply all of the information necessary for  
4       CLECs to properly establish their 911 networks. BellSouth never promises to  
5       provide critical network data, including rate center data and selective routing  
6       boundary information. Also, the SGAT does not establish procedures to reroute  
7       calls during times of network overload. BellSouth's reference to an external  
8       handbook does not solve this gap, as the SGAT itself needs to provide these basic  
9       guarantees in order for BellSouth to be checklist compliant. See SGAT, art. VII, ¶  
10      A.6, p. 14.

11      Second, the SGAT is deficient with respect to directory assistance services, in that  
12      it does not guarantee parity of features and performance for CLECs. BellSouth  
13      offers CLECs a choice of access options that include direct on-line access to  
14      BellSouth's directory assistance database and access via a copy of the database.  
15      See SGAT, art. VII, ¶ B.2, p. 14. These options do not constitute parity of access,  
16      however, because the databases to which BellSouth is offering access do not  
17      contain listings for the smaller, independent LECs.

18      Without such listings, CLEC customers will not have access to universal directory

1 assistance listings unless the CLEC pays BellSouth to provide DA services. This  
2 inequality is directly contrary to the requirements of the 1996 Act and to FCC  
3 rulings. The FCC has specifically ruled that any customer of a competing provider  
4 "should be able to access any listed number on a nondiscriminatory basis,  
5 notwithstanding . . . the identity of the telephone service provider for the customer  
6 whose directory listing is requested." FCC, Second Report and Order, ¶ 135  
7 (Aug. 8, 1996).

8 Moreover, the SGAT does not specify the terms under which BellSouth will offer  
9 access to another component of directory assistance service, the call completion  
10 database. As part of its directory assistance service, BellSouth offers a service  
11 under which, for a fee, customers calling directory assistance can pay to have their  
12 call completed without having to dial the number. Some customers (usually  
13 businesses) request that this feature be blocked on their lines, and this feature  
14 blocking information is retained in the call completion database. Without access to  
15 this database, CLECs will not be able to provide the same level of service to their  
16 customers as BellSouth.

17 Finally, the SGAT is not sufficiently specific in describing whether BellSouth will  
18 provide operator call completion services of the same quality that it provides to  
19 itself. The SGAT does not provide enough detail on which types of call will

1 actually be handled. For example, the section on call processing does not even  
2 mention call completion services. See SGAT, art. VII, ¶ C.3, p. 15; see also FOG,  
3 pp. 136-37. To provide at least some specificity, the SGAT should clarify which  
4 types of calls will be completed (e.g., 0+, 0-, person-to-person, operator-assisted  
5 DA calls, etc.). Otherwise, CLECs will have few guarantees as to the type of  
6 operator call completion services they will receive from BellSouth.

7 **Q. DOES THE BELL SOUTH SGAT PROVIDE ADEQUATE ACCESS TO**  
8 **CALL-ROUTING AND COMPLETION DATABASES (ITEM x)?**

9 **A.** No. As a general matter, the SGAT does not provide parity of access to call-  
10 routing and completion databases. The Commission has previously ordered that,  
11 when BellSouth determines that a mediation device is necessary for CLECs to  
12 access any part of its network, BellSouth must route its own calls in the same  
13 manner. The SGAT makes no mention of this requirement.

14 In addition, the SGAT does not offer equality of access to at least one of  
15 BellSouth's call-routing and completion databases. The SGAT permits CLECs  
16 only to read information about their customers contained in the Line Information  
17 Database ("LIDB") and requires the payment of fee for each query. See SGAT,  
18 art. X, ¶ A.3.a., pp. 17-18; SGAT Attachment F. These arrangements will not  
19 permit CLECs to change or manage data concerning their own customers. Given

1 that BellSouth will have this capability with respect to its own customers, this  
2 limited access is patently discriminatory. While CLECs could theoretically  
3 construct their own LIBDs, such separate systems would be prohibitively  
4 expensive, at least until local competition reaches a more robust level.  
5 Accordingly, BellSouth should modify its SGAT to provide for equivalent access  
6 to CLEC data stored in its LIDB.

7 **Q. DO THE SGAT'S PROVISIONS COMPLY WITH THE CHECKLIST'S**  
8 **STANDARDS FOR NUMBER PORTABILITY (ITEM xi)?**

9 A. No. The rates that BellSouth charges for interim local number portability  
10 ("ILNP") are not competitively neutral, as required by the Act and the FCC. See  
11 SGAT, art. XI, ¶ E, p. 19; id., attachment A; 47 C.F.R. § 52.29 ("Cost recovery  
12 for transitional measures for number portability."). The interim nature of the ILNP  
13 rates means that this part of the checklist has not been met. CLECs are greatly  
14 disadvantaged in entering the local exchange services market in Georgia by this  
15 absence of permanent rates: CLECs do not know how much they will ultimately  
16 be paying for number portability, so it is difficult to make informed business  
17 decisions. Although the Commission will review these rates in the permanent  
18 pricing proceeding, at present the rates do not comply with the competitive  
19 checklist as interpreted by the FCC.



1 Moreover, the SGAT improperly allows carriers to block number portability when  
2 a customer has past due charges. Paragraph XI.B. of the SGAT states that  
3 "[n]umber portability is available only to end users who do not have past due  
4 charges associated with their immediate past local service provider, whether  
5 BellSouth or a CLEC." The FCC Number Portability Order in no way allows a  
6 carrier to prevent a customer from porting its number to another carrier if the  
7 customer has unpaid charges. See 47 C.F.R. pt. 52, subpt. C. The carrier to  
8 which money is owed should not be allowed to hold the number hostage; number  
9 portability is not an appropriate method of enforcing the carrier's legal rights to  
10 recover the past due amount. This provision should be deleted entirely, as  
11 BellSouth has promised to do in testimony before the Commission. (T. 787-788).

12 The SGAT also permits carriers to shut down number portability provided to other  
13 carriers, based on the carrier's determination as to whether another carrier is  
14 "impairing or interfering" with its system. See SGAT Attachment G, ¶ G. This  
15 standard is alarmingly vague and would permit BellSouth to turn off number  
16 portability almost at will, or at least during high traffic periods. At a minimum,  
17 BellSouth should modify this language to permit the cessation of number  
18 portability only during bona fide network emergencies and to impose penalties for  
19 unnecessary cessations.